

**CAMPUS DEVELOPMENT AGREEMENT  
BETWEEN THE FLORIDA STATE UNIVERSITY AND THE CITY OF  
TALLAHASSEE**

**THIS AGREEMENT** is made and entered into this 6<sup>th</sup> day of February, 2008, by and between the **CITY OF TALLAHASSEE** (herein referred to as the "City"), a municipal corporation of the State of Florida, and the **THE FLORIDA STATE UNIVERSITY, acting for and on behalf of THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES**, a public body corporate of the State of Florida (hereinafter referred to as "FSU").

**WITNESSETH:**

**WHEREAS**, FSU is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City of Tallahassee, and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

**WHEREAS**, the FSU has prepared and adopted a campus master plan for FSU in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

**WHEREAS**, upon adoption of the campus master plan by FSU, FSU and City are required to enter into a campus development agreement, and

**WHEREAS**, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

**WHEREAS**, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

**WHEREAS**, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

**WHEREAS**, the campus development agreement shall identify FSU's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

**NOW, THEREFORE**, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

**1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

**2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

- 2.1 The term "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.
- 2.2 The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.4 The term "campus master plan" means the Florida State University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.
- 2.5 The term "comprehensive plan" means the City of Tallahassee - Leon County Comprehensive Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3187, Florida Statutes.
- 2.6 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.7 The term "development" means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.
- 2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.

2.9 The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities.

2.10 The term "state land planning agency" means the Department of Community Affairs.

### **3.0 INTENT AND PURPOSE**

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of FSU and City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

### **4.0 GENERAL CONDITIONS**

4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by FSU and the City.

4.2 FSU represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of FSU.

4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been approved by the City and having been the subject of one or more duly noticed public hearings as required by law; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.

4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement.

- 4.6 FSU has indicated that no renewable energy center will be constructed on the Southwest Campus during the term of this agreement. FSU shall initiate the removal of the renewable energy center from its Campus Master Plan within 180 days from the effective date of this agreement.
- 4.7 FSU shall complete a stormwater study for the Southwest Campus. Mitigation for off-site impacts shall be as provided in the stormwater study. In the event that development on the Southwest Campus occurs prior to the completion of the stormwater study, FSU will complete a stormwater study specific to the development project to determine the necessary mitigation. FSU will send any stormwater study for a specific development project to the City for review and comment prior to beginning of construction.
- 4.8 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. Notwithstanding this paragraph, the parties acknowledge that the adopted FSU Campus Master Plan, as amended, and various interlocal agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.
- 4.9 Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted FSU Campus Master Plan, may proceed without further review by the City if it is consistent with the terms of this Agreement and the FSU Campus Master Plan.
- 4.10 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

## **5.0 TERM OF AGREEMENT**

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2015, unless extended by the mutual consent of FSU and the City, in accordance with Section 15.0 of this Agreement.

## **6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The real property subject to this Agreement and included within is identified in Exhibit "B1," the FSU Main Campus, and Exhibit "B2," the FSU Southwest Campus, attached hereto and incorporated herein by this reference.

## 7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1.1 The FSU Main Campus is located in the northeast portion of the Lake Munson Drainage Basin and drains into the Munson Slough through the Central Drainage Ditch. The northwest portion of the campus drains into the Upper Central Drainage Ditch Basin. The northeast portion of the campus drains into the FSU Branch Basin. The extreme northeast portion of the campus drains to the Frenchtown Basin. The southeast portion of the campus drains to the Downtown Branch Basin, and the southwest portion drains to the Lower Central Drainage Ditch Basin.

The FSU Southwest Campus is located in the south central portion of the Lake Munson Drainage Basin. A number of watersheds and sub-basins are located within the boundaries of the Southwest Campus. These include the Black Swamp watershed along the southern boundary, the Alumni Village watershed on the eastern portion of the campus, the West Tennessee watershed in the southwest portion of the campus. In addition, the Innovation Park closed basin is located in the central portion of the campus. A part of the western portion of the Southwest campus is located within the larger Lake Munson Basin. The Southwest Campus generally consists of these watersheds that are high on the east and west sides of the campus. Collectively, with the exception of the Innovation Park closed basin, these watershed areas drain to the central part of the Southwest Campus into the West Drainage Ditch and then south into Munson Slough and ultimately into Lake Munson.

- 7.2 The potable water and fire protection needs for FSU are provided by the City.
- 7.3 The sewer collection system at FSU consists of a series of gravity sewer lines which ultimately connect to the City's regional sewer collection system.
- 7.4 All solid waste (trash) is collected throughout the campus and transported to appropriate disposal sites by the City of Tallahassee, FSU, or third parties.
- 7.5 Recreation and open space facilities are provided by FSU. Within the context area, the City provides a variety of parks, open spaces and recreational facilities which are available for use by FSU students, faculty and staff.
- 7.6 FSU is served both by internal roadways that accommodate only university-related trips and by external roadways that serve the larger context area as well as FSU. Internal roadways are generally maintained by the University, and external roadways are maintained either by the City of Tallahassee, Leon County, or the Florida Department of Transportation.
- 7.7 FSU provides for bus service to accommodate student and faculty transportation needs. Presently FSU contracts with StarMetro to provide its bus service. Trips to the campus

are currently provided by seven routes: Garnet, Gold, Tomahawk, Heritage Grove, Renegade, Osceola, and Night Nole. One additional route is provided to serve students commuting between Florida A & M University (FAMU), Alumni Village, and the joint FAMU/FSU College of Engineering. FSU and StarMetro also provide "fare free" service on all City Routes for students, faculty, and staff.

7.8 Electric energy and demand for FSU are provided by the City. The principal electric supply resources are:

- Bulk Power Substation Thirteen (BP-13) located on Woodward Avenue;
- Underground Transmission lines serving BP-13 from the north side of the campus;
- Bulk Power Substation Three (BP-3) located on Lipona Road;
- Overhead Transmission lines serving BP-3 from the south, west and north;
- Bulk Power Substation Thirty-one (BP-31) located on Levy Avenue;
- Overhead Transmission lines serving BP-31 from the south and north.

## 8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE CITY

8.1 The Leon County - City of Tallahassee Comprehensive Plan establishes the following level of service standards for drainage/stormwater management facilities:

### Countywide

- (a) The design and water quality standards as set forth in Chapters 62-4, 62-25, and 62-312, Florida Administrative Code, as the same may be amended from time to time, are adopted as the level of service for drainage/stormwater quality. Local government may set higher minimum levels of treatment in watersheds where investigation and analysis indicate more stringent levels of service are required.
- (b) Drainage/stormwater management facilities shall be adequate to provide the following level of service with regard to flood control:

#### 100-year storm event

No flood water in new buildings or existing buildings.

Overland flow capacity available for all flow in excess of capacity of underground and open channel conveyance systems.

#### 25-year or less storm event

No flood water more than 6 inches deep in local roads, parking lots, or other non-street vehicular use areas.

No flood water in one driving lane each direction of collector streets.

No flood water in two driving lanes each direction of arterial streets.

Open channel conveyance available for all flow in excess of capacity of underground conveyance systems, or for full 25-year storm flow if no underground conveyance system exists.

The rate of offsite discharge shall not exceed the pre-development rate of discharge.

10-year or less storm event

No flood water in one driving lane of local roads.

No flood water in driving lanes in any road other than a local road.

Underground conveyances not overflowing in business and commercial districts.

5-year or less storm event

No flood water in one driving lane of any roadways.

Underground conveyances not overflowing in residential districts.

- (c) These are adopted levels of service and shall be used as the bases for determining the availability of facility capacity and the system demand generated by development. In instances where an off-site deficiency exists at the time of adoption of this policy (7/25/03), such deficiency shall not be increased as a result of any development or land use change.

- 8.2 The Comprehensive Plan establishes the following level of service standards for potable water facilities:

Urban Service Area

160 gallons per capita per day.

Outside the Urban Service Area

100 gallons per capita per day.

- 8.3 The Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:

Urban Service Area

140 gallons per capita per day.

Outside the Urban Service Area

Not applicable.

- 8.4 The Comprehensive Plan establishes the following level of service standard for solid waste:

Countywide

- (a) 6.90 pounds per capita per day (2005).
- (b) Increase annually 0.05 pounds per capita per day.

- 8.5 The Comprehensive Plan establishes the following level of service standard for parks, open space, and recreational facilities:

(a) Countywide park land:

1.22 acres per 1,000 population (excluding boat ramps provided by Leon County).  
Includes City operation of County-owned Tom Brown Park.

(b) Area park land:

(1) Inside Urban Service Area:

2.00 acres per 1,000 population of Urban Service Area.

(2) Outside Urban Service Area:

no area parks

(c) Recreation facilities are included in the cost of park land.

- 8.6 The Comprehensive Plan establishes the following level of service standards for State and local arterial and collector roads:

- (a) The peak hour roadway level of service for Tallahassee and Leon County is established as follows:

**Outside the Urban Service Area:**

Interstate, Limited Access Parkways: B  
Principal Arterials: C



Minor Arterials: C  
Major and Minor Collectors: C  
Local Streets: D

**Inside the Urban Service Area:**

Interstate, Limited Access Parkways: C  
Principal Arterials, Except for Capital Circle NW from I-10 to SR 20: D\*\*  
Capital Circle NW from I-10 to SR 20: E  
Minor Arterials: D / E\*  
Major and Minor Collectors: D / E\*  
Local Streets: D

\*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the Level of Service shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS D for both programming improvement and concurrency purposes.

\*\*The Level of Service for Monroe Street from Gaines Street to Tennessee Street shall be "E".

- 8.7 The Comprehensive Plan establishes the following level of service standards for public transportation/mass transit:

Urban Service Area

1% annual increase in system (bus) miles.

Rural

Not applicable.

**9.0 FINANCIAL ARRANGEMENTS BETWEEN FSU AND SERVICE PROVIDERS**

FSU has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FSU campus:

- 9.1 FSU and the City have entered into an agreement for the provision of drainage/stormwater management facilities or service to part of the campus through the use of a regional stormwater facility (RSF). Under this agreement, FSU and City participated jointly in the land acquisition, design, permitting and construction of the RSF. The total costs associated with the RSF were approximately \$10.2 million dollars. Of this total, FSU's financial contribution, including land acquisition, design, and construction, was approximately \$6.6 million, or approximately 65% of the total costs. FSU will mitigate any stormwater impacts on project sites if sufficient capacity is not

available in the joint regional stormwater facility or on other FSU sites. FSU also pays a monthly charge to the City for the storage and conveyance of stormwater associated with the FSU campus.

- 9.2 FSU pays a monthly charge to the City for the provision of potable water facilities or service to the campus.
- 9.3 FSU pays a monthly charge to the City for the provision of sanitary sewer facilities or service to the campus.
- 9.4 Where the City's service is used, FSU pays a monthly charge to the City for the collection and disposal of solid waste on the campus.
- 9.5 There are no financial arrangements between FSU and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 FSU has an agreement with StarMetro for the provision of "fare-free" public transit facilities and services to the campus. Students, faculty, and staff are able to ride buses on all city routes under the terms of the service agreement.

#### **10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

- 10.1 FSU and City agree that, with the additional capacity available through the construction of the joint regional stormwater facility and the commitment that the stormwater impacts of the development proposed in the adopted FSU Campus Master Plan and in Exhibit "A" will be addressed either on site or through the use of such remote facilities, said development should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the City.
- 10.2 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit "A" should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.
- 10.3 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit "A" should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.
- 10.4 FSU and City agree that development proposed in the adopted FSU Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the City.
- 10.5 FSU and City agree that development proposed in the adopted FSU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the City.

- 10.6 FSU and City agree that development identified in the adopted FSU Campus Master Plan and in Exhibit "A" will either cause or contribute to deficiencies on the following roadway segments:

Source of Impact	Impacted Concurrency Road Segment
a) Main Campus	Brevard Street-Dewey to Old Bainbridge (EB)
b) Main Campus	Copeland Street-Call to Tennessee (NB)
c) Main Campus	M.L.King Blvd-Call to Tennessee (NB)
d) Main Campus	Stadium Drive-Call to Tennessee (NB)
e) SW Campus	Eisenhower-Orange to Roberts (NB)
f) SW Campus	Gaines Street Adams to Monroe (EB)
g) SW Campus	Jackson Bluff-Hendry to Lake Bradford (EB)
h) SW Campus	Lake Bradford-Jackson Bluff to Gaines/Stadium/Varsity (NB)
i) SW Campus	Mabry-Roberts to Jackson Bluff (NB)
j) SW Campus	Orange Avenue-Lake Bradford SW to Cap Circle (WB)
k) SW Campus	Orange Avenue-Lake Bradford SW to Springhill (EB)
l) SW Campus	Orange Avenue-Springhill to Pasco (EB)
m) SW Campus	Orange Avenue -Wahnish to Adams (EB)
n) SW Campus	Paul Dirac Drive (South)-Paul Dirac Circle to Orange (SB)
o) SW Campus	Pottsdamer St-East Paul Dirac to Orange (SB)
p) SW Campus	Stuckey-lamonia to Lake Bradford (EB)

#### 11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the City's concurrency requirements, the construction of the following off-campus improvements shall be required.

- 11.1 The FSU and City agree that the mitigation of the stormwater impacts of development proposed in the adopted FSU Campus Master Plan and Exhibit "A" requires no stormwater management improvements provided that stormwater impacts are addressed on project sites if sufficient capacity is not available to the FSU in the joint regional stormwater facility or other FSU facilities.
- 11.2 FSU and City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus potable water improvements need be provided.
- 11.3 FSU and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus sanitary sewer improvements need be provided.
- 11.4 FSU and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to

meet the future needs of the University for the duration of this Agreement. FSU and City further agree that no off-campus solid waste improvements need be provided.

11.5 FSU and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus open space and recreation improvements need be provided.

11.6 FSU and City agree that the following improvements should correct projected deficiencies identified in Section 10.6 of this Agreement:

- a) Brevard St-Dewey to Old Bainbridge: 2-lane EB (Add 1 lane)
- b) Copeland St-Call to Tennessee: 2-lane NB (Add 1 lane)
- c) ML King Blvd-Call to Tennessee: 2-lane NB (Add 1 lane)
- d) Stadium Drive-Call to Tennessee: 2-lane NB (Add 1 lane)
- e) Eisenhower-Orange to Roberts: Add exclusive left turn lane (NB)
- f) Gaines St-Adams to Monroe: Add exclusive right turn lane (EB)
- g) Jackson Bluff-Hendry to Lake Bradford: Add exclusive left turn lane (EB)
- h) Lake Bradford-Jackson Bluff to Gaines/Stadium/Varsity: 2-lane NB (Add 1 lane)
- i) Mabry-Roberts to Jackson Bluff: 2-lane NB (Add 1 lane)
- j) Orange Ave-Lake Bradford SW to Capital Circle: 2-lane WB (Add 1 lane)
- k) Orange Ave-Lake Bradford SW to Springhill: 2-lane EB (Add 1 lane)
- l) Orange Ave-Springhill to Pasco: Add exclusive right turn lane (EB)
- m) Orange Ave-Wahnish to Adams: Add exclusive right turn lane (EB)
- n) Paul Dirac Drive-Paul Dirac Circle to Orange: Install signal @ Orange
- o) Pottsdamer-P. Dirac to Orange: Install signal & exclusive left turn lane on Orange (EB)
- p) Stuckey-Iamonia to Lk Bradford: 2-lane EB (Add 1 lane) & add exclusive turn lane (EB)

The City has estimated the total cost of these improvements at \$36,602,273 which will be used to determine the FSU's fair share.

## 12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FSU to guarantee FSU's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the FSU Campus Master Plan and Exhibit "A":

12.1 There is considerable missing stormwater information regarding Campus Master Plan impacts off site impacts and the fair share mitigation for the duration of this Agreement. FSU has committed in Element 9, General Infrastructure – Goal 1, Objective 1A to assess existing and future stormwater needs pursuant to Rule 6C-21.207, FAC by 2009. In the interim, to facilitate verification of future impacts and mitigation, FSU will provide project details to City prior to beginning of construction activity. When the joint regional

stormwater facility is utilized, ongoing capacity accounting records will be maintained in accordance with the terms and conditions of the Regional Stormwater Facility Agreement. When regional facilities other than the joint regional stormwater facility are utilized, ongoing capacity accounting records will be maintained by FSU and made available to the City.

12.2 FSU and the City agree that no off-campus potable water improvements need be assured by FSU.

12.3 FSU and the City agree that no off-campus sanitary sewer improvements need be assured by FSU.

12.4 FSU and the City agree that no off-campus solid waste improvements need be assured by FSU.

12.5 FSU and the City agree that no off-campus parks and recreation improvements need be assured by FSU.

12.6 FSU and City agree that FSU's responsibility for paying its fair share of the costs of improvements identified in Section 11.6 shall be met as follows:

FSU shall request funds from the State University System's Concurrency Trust Fund in the amount of \$6,278,791 to fund FSU's fair share of the development costs for those projects listed in Section 11.6.

12.7 Upon execution of this Agreement, FSU shall, request funds from the State University System's Concurrency Trust Fund in the amount of \$6,278,791 which shall constitute FSU's fair share contribution payable to the City. Upon execution of the agreement by the City, the University shall, within 30 days, request the release of funds from the State University System's Concurrency Trust Fund. The City reserves the right to reconsider its approval of the agreement within six months of the execution of this agreement by the City, should these funds not be paid.

12.8 These funds shall be used on transportation facilities, which include transit, bike and pedestrian facilities that are impacted by trips associated with FSU.

### **13.0 CAPACITY RESERVATION FOR DEVELOPMENT**

13.1 FSU is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in Exhibit "A", which is incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the FSU Campus Master Plan, adopted on June 13, 2008.

13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Exhibit "A" for the duration of this Agreement. FSU shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The City acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B". The City also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by FSU to meet concurrency requirements and/or to prevent development identified in Exhibit "A" from going forward in accordance with its established timetable of development.

#### **14.0 APPLICABLE LAWS**

14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

14.2 If state or federal laws are enacted subsequent after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

#### **15.0 AMENDMENT**

15.1 This Agreement may be amended in conjunction with the five-year Campus Master Plan update, as required by Subsection 1013.30(3), Florida Statutes. Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30(19), Florida Statutes.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

15.4 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

#### **16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The City finds that this Agreement and the proposed development provided for herein are consistent with the City's adopted Comprehensive Plan.

## **17.0 ENFORCEMENT**

In accordance with Subsection 1013.30(20), Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

## **18.0 DISPUTE RESOLUTION**

- 18.1 In the event of a dispute arising from the implementation of this Agreement, the provisions of Subsection 1013.30(17), Florida Statutes, shall govern the resolution of the dispute. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either FSU or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribe, by order, the contents of this Agreement.

## **19.0 MONITORING AND OVERSIGHT**

- 19.1 The City may, upon request, review all relevant information concerning development on the FSU campus to verify that the terms of this Agreement are satisfied. The City may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

- 19.2 FSU may, upon request, review all relevant information concerning development activity by the City to verify that improvements identified in Section 11.6 of this Agreement, for which State University System Concurrency Trust Fund moneys are used to address impacts of University development, have been implemented consistent with the terms and conditions of this Agreement. FSU may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 19.3 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 19.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.
- 19.5 The City of Tallahassee shall notify the FSU Facilities Planning Department of all comprehensive plan future land use map and zoning map amendments as well as all Type A, B and C and site plan and development reviews within the boundaries of the FSU campus (i.e. 10 year master plan map) as defined in the adopted campus master plan. The City will notify FSU by e-mailing the agenda for the Type A and DRC meetings as well as the listing of pending zoning and comprehensive plan amendments to Mark Bertolami ([mbertolami@admin.fsu.edu](mailto:mbertolami@admin.fsu.edu)) or his assigned representative. A copy of all such requests shall be provided by the City to the Facilities Planning Department in advance of any City review or approval of an item noticed.

## **20.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

## **21.0 FILING OF THIS AGREEMENT**

A copy of this Agreement shall be forwarded to the state land planning agency by FSU within 14 days after execution.

## **22.0 NOTICES**

- 22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;  
By registered or certified mail;  
By deposit with an overnight express delivery service.

- 22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business



days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the FSU shall be:

The Florida State University  
ATTN: Theodora Carey, Agency Clerk  
424 Westcott Building  
Tallahassee, FL 32306-1400

With a copy to:

Mr. John R. Carnaghi, Senior Vice President for Finance and Administration  
Florida State University  
Tallahassee, Florida 32306

The address of the City shall be:

Honorable John R. Marks, III, Mayor  
City of Tallahassee  
City Hall  
300 South Adams Street  
Tallahassee, Florida 32301

With a copy to:

Anita Favors Thompson, City Manager  
City of Tallahassee  
City Hall  
300 South Adams Street  
Tallahassee, Florida 32301

## **23.0 EXHIBITS AND SCHEDULES**

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" --- Development Authorized By The Agreement  
Exhibit "B1" --- FSU Main Campus Geographic Area Covered By The Agreement  
Exhibit "B2" --- FSU Southwest Campus Geographic Area Covered By The Agreement

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

Anne Blankenship

Dr. T. K. Wetherell, Jr.  
DR. T. K. WETHERELL, PRESIDENT  
THE FLORIDA STATE UNIVERSITY  
For and on Behalf Of  
THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

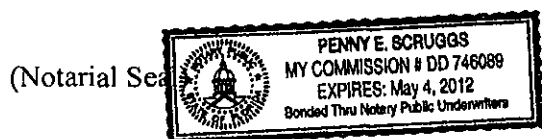
Date: 2/6/09

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dr. T. K. Wetherell, President, The Florida State University, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of February, 2008<sup>9</sup>

Penny E. Scruggs  
Notary Public



My Commission expires:

PERSONALLY KNOWN ☒ OR PHOTOGRAPHIC IDENTIFICATION ☐

TYPE OF IDENTIFICATION REQUESTED \_\_\_\_\_

On Feb. 6, 2008<sup>9</sup>, The Florida State University Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Dr. T. K. Wetherell, President, The Florida State University.

APPROVED AS TO FORM:

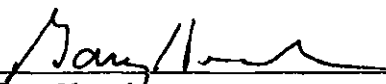
Betty J. Steffens  
Betty J. Steffens, General Counsel

**APPROVED** by the City Commission on January 28, 2009.

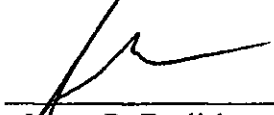
CITY OF TALLAHASSEE

By:   
John R. Marks, III  
Mayor

ATTEST:

By:   
Gary Herndon  
City Treasurer-Clerk

APPROVED AS TO FORM:

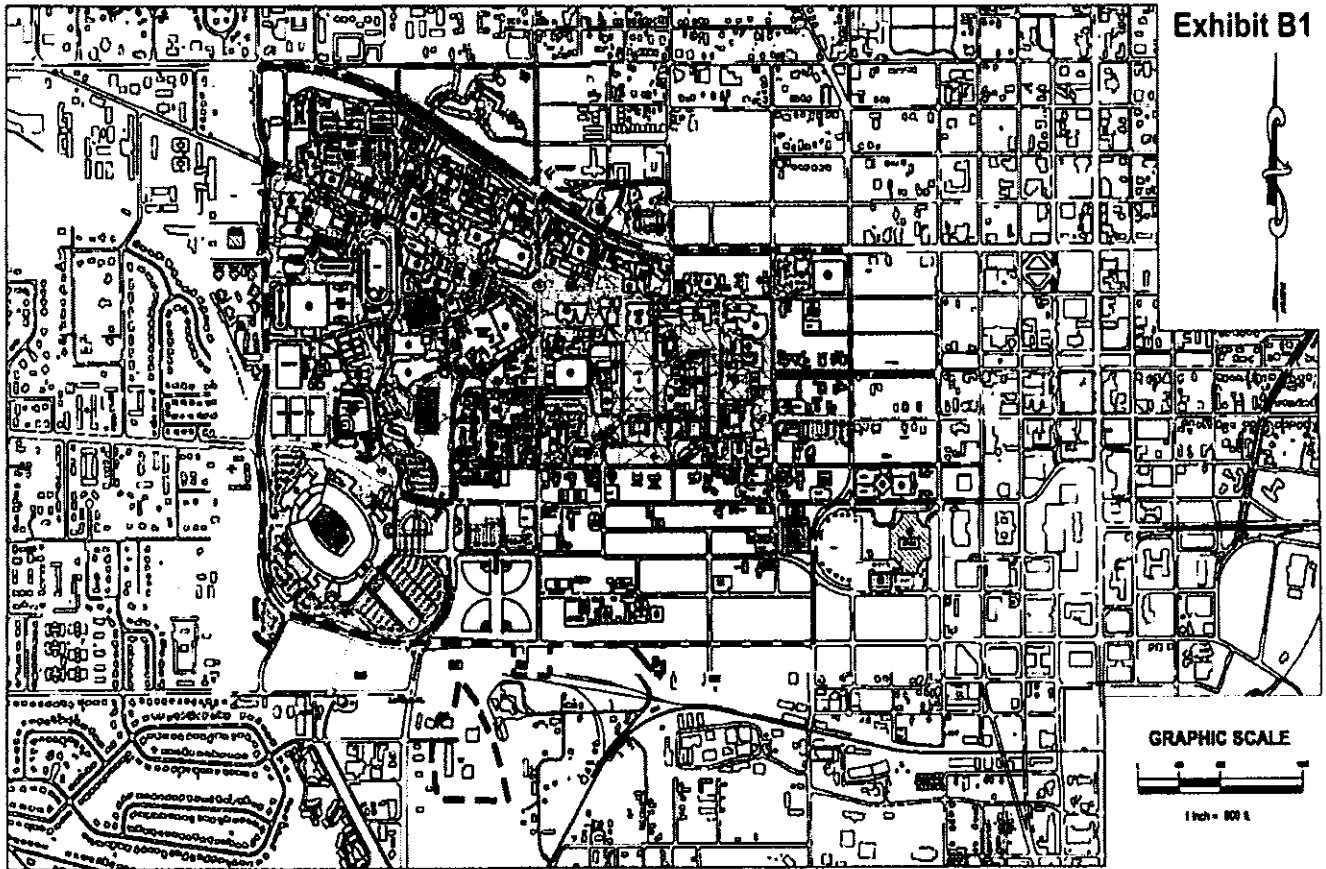
By:   
James R. English  
City Attorney

**EXHIBIT "A"**  
**DEVELOPMENT AUTHORIZED BY THE AGREEMENT**  
**AND FOR WHICH CAPACITY IS RESERVED**

ITEM	UNIT TYPE	EXISTING AMOUNT*		ADDITIONAL AMOUNT AUTHORIZED**		TOTAL AMOUNT	
		MAIN	SW	MAIN	SW	MAIN	SW
Classroom	NASF	494,287	17,876	72,930	12,000	567,217	29,876
Teaching Labs	NASF	608,154	64,488	31,552	25,000	639,706	89,488
Research Labs	NASF	507,505	290,698	58,159	100,000	565,664	390,698
Office	NASF	1,347,646	247,930	309,784	61,000	1,657,430	308,930
Study	NASF	554,853	8,508	-	500	554,853	9,008
Gymnasium	NASF	279,648	5,157	158,747	22,000	438,395	27,157
Instruct. Media	NASF	12,101	18,732	11,171	-	23,272	18,732
Auditorium/Exhibit	NASF	236,392	5,139	-	-	236,392	5,139
Student Acad. Support	NASF	36,753	-	-	-	36,753	-
Campus Support	NASF	236,220	62,173	-	-	236,220	62,173
Other Assignable	NASF	526,381	51,696	154,636	6,000	681,017	57,696
Total Building Area	NASF	4,839,940	772,397	796,979	226,500	5,636,919	998,897
Total Parking*	Spaces	17,203	1,787	0	2,665	17,203	4,452
Students^	Headcount	35,256	N/A	7,194	N/A	42,450	N/A
Housing	Beds	7,062	1,259	0	0	7,062	1,259

- \* Existing equals actual plus remaining purchased capacity for building area, parking, and housing.
- \*\* For Student Headcount number represents anticipated growth and as authorized by Board of Governors.
- + The previous Master Plan authorized 5,000 additional spaces through the year 2010, taking the main campus to a maximum of 17,203 spaces in the 2010 year. This Master Plan requests no new authorization for parking beyond the previously approved. The maximum parking in the 2015 year (for Main Campus) is 17,203 spaces.
- ^ Total Existing equals enrollment for Main Campus, Non-Main Campus Leon County, and Main Campus APPS (Academic & Professional Program Services). Projected Headcount equals Main Campus, Non-Main Campus, and APPS. All figures are as per FSU Fact Book 2007-2008. Amounts shown do not include any students enrolled in Distance Learning (web-based courses).

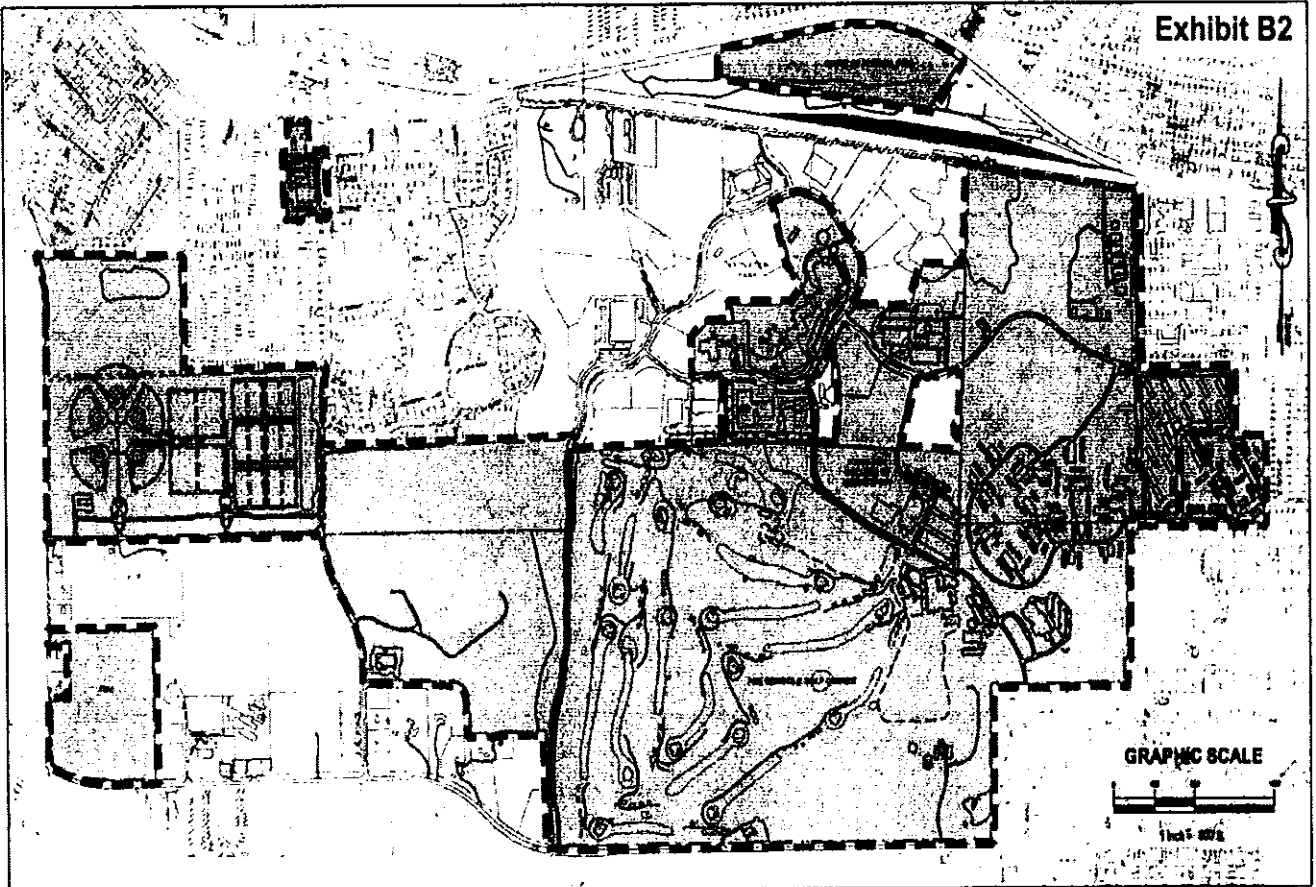
Exhibit B1



**FLORIDA STATE UNIVERSITY  
MAIN CAMPUS DEVELOPMENT AGREEMENT COVERAGE AREA**

**LEGEND**  
— — — — — COVERAGE AREA

Exhibit B2



**LEGEND**

--- COVERAGE AREA

**FLORIDA STATE UNIVERSITY  
SOUTHWEST CAMPUS DEVELOPMENT AGREEMENT COVERAGE AREA**